

Form No. DTMB-3522 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

NOTICE OF CONTRACT NO. 591B6600280

between

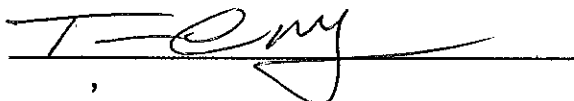
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Timothy Rajala, DBA-Blue Line Site Solutions 47255 Obenhoff Acres Rd. Atlantic Mine, MI 49905	Tim Rajala	bluelinesitesolutions@outlook.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(906)370-8094	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOT	Rob Tervo	906-485-4270 Ext. 120	Tervor@michigan.gov
CONTRACT ADMINISTRATOR	MDOT	Terry Harris	517-335-2507	Harrist@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Roadside Mowing Services, Superior Region, Ishpeming TSC Michigan Department of Transportation (MDOT)			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	June 1, 2016	May 31, 2019	4, one year options
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45 days	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$197,747.10	

For the Contractor:

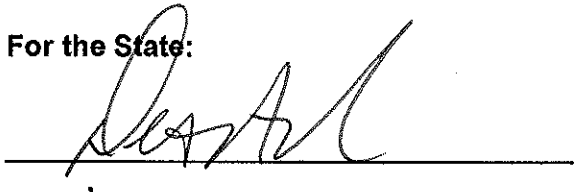


Contract Administrator

TIMOTHY RASALA

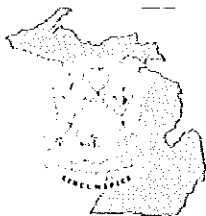
05-24-16
Date

For the State:



5-31-16
Date

State of Michigan



STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Blue Line Solutions ("**Contractor**"), a Michigan based corporation. This Contract is effective on June 1, 2016 ("**Effective Date**"), and unless terminated, expires on May 31, 2019.

This Contract may be renewed for up to 4 additional Years per Renewal Option 1 year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity. Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Terry Harris, Proposal Manager 425 West Ottawa Street Lansing, Michigan 48933 harrist@michigan.gov	Blue Line Site Solutions 47255 Obenhoff Acres Rd. Atlantic Mine, MI 49905 buelinesitesolutions@outlook.com

1-517-335-2507	(906) 370-8094
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "Contract Administrator"):

State:	Contractor:
Terry Harris, Proposal Manager 425 West Ottawa Street Lansing, Michigan 48933 harrist@michigan.gov 1-517-335-2507	Blue Line Site Solutions 47255 Obenhoff Acres Rd. Atlantic Mine, MI 49905 buelinesitesolutions@outlook.com (906) 370-8094

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

State:	Contractor:
Rob Tervo 100 S. Westwood Dr. Ishpeming, MI 49849 TervoR@michigan.gov 906-485-4270 Ext. 120	Blue Line Site Solutions 47255 Obenhoff Acres Rd. Atlantic Mine, MI 49905 buelinesitesolutions@outlook.com (906) 370-8094

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.

Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide claims-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. Reserved.
8. Reserved.
9. Reserved.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor.

Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Reserved.**

18. **Reserved.**

19. **Reserved.**

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at _____ to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages.

Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Reserved.**

41. **Reserved.**

42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

52. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

53. Survival. The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

54. Entire Contract and Modification. This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice").

Request for Proposal

Roadside Mowing Services for the Ishpeming Transportation Service Center

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the anticipated requirements of any Contract resulting from this RFP. The term "Contractor" in this document refers to a bidder responding to this RFP.

The Contractor must respond to each requirement or question, and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

BACKGROUND

This contract is for roadside mowing services for the Michigan Department of Transportation (MDOT), Superior Region, Ishpeming Transportation Service Center (TSC) on state trunklines located in Baraga County and Houghton County. All roadside mowing will be performed according to Public Act 174. The locations and acres per cycle are listed in the Maintenance, Repair & Operations (MRO) Roadside Mowing Services, Location Specification Sheet (LSS). Work to be performed for a period of three (3) years, beginning on June 1, 2016 through May 31, 2019 and includes four (4), one (1) year extension options. All work will be performed between June 15th and September 30th of each contract year as solely determined by MDOT. Work must be performed in accordance with the progress schedule reviewed at the Pre-Proposal Meeting and as described in this document. The progress schedule must address all work to be completed when multiple contracts are awarded to the same vendor, including work performed as a Sub Contractor for a local unit of government. If the Contractor has multiple contracts, the Contractor will be required to perform work concurrently with the other contracts.

SCOPE

The Contractor, through innovation, technology or other means, shall perform and provide the required services and staffs to complete the frequencies of work determined by the State and otherwise do all things necessary for, or incidental, to the performance of work. Compliance will be based on the State's overall evaluation and interpretation in accordance with method of performance, frequencies and method of performance, as set forth in this Contract.

The Contractor shall provide all services and related items and services necessary for, or incidental to the performance of work in accordance with this Contract.

The Contractor shall provide services at the locations described in the MRO Roadside Mowing Services, LLS and/or as directed by the Program Manager. During the period of mowing operations, the Contractor shall consult the Program manager for inspection and tentative approval of work being accomplished, so that, in the event of unsatisfactory work, sufficient time will be available to the Contractor to make corrections in a satisfactory manner within the time specified.

Failure to complete each mowing cycle as scheduled shall result in a deduction which shall consist of \$500 per day for each calendar day that the work remains uncompleted

The Department reserves the right to bill the contractor for any damages due to the default of the Contractor. Examples of damages may include damage to guardrail, signs, culverts or roadside reflectors and rutting of turf are some examples of assets within the mowing area that the contractor may be responsible for repair or cost reimbursement.

DEFINITIONS

- Contract Activities: Activities performed for the purpose of fulfilling the terms of the Contract.
- Contract Compliance Inspector (CCI): A representative of the Department, appointed by the Department, who is specifically assigned to coordinating day-to-day Contract Activities with the Contractor, to inspect completed work, and to verify work was performed in compliance with the terms, conditions, and requirements specified within the Contract documents.
- Contractor: A bidder responding to this RFP.
- Crew Leader: A representative of the Contractor, appointed by the Contractor, who is specifically responsible for being on-site during mowing operations/Contract Activities, overseeing the day-to-day operations, being knowledgeable of the contractual requirements, and who can respond to Con
- Department: The term "the Department" refers to the Michigan Department of Transportation.
- Median: The portion of a divided highway separating the traveled ways.
- Progress Schedule: A statement of all the Contract Activities and the estimated time the Contract Activities will be completed in. The progress schedule is developed by the CCI and the Contractor and approved by the CCI prior to commencement of Contract Activities each Contract year at the annual Pre-Maintenance Meeting.
- Project Manager: A representative of the Contractor, appointed by the Contractor, who is specifically assigned to State accounts and will respond to State inquiries regarding the Contract and the Contract Activities.
- Right-of-Way Asset: A term denoting State property (including turf) located within the ROW.
- Right-of-Way: A term denoting land, property or interest therein acquired for or devoted to a highway.
- Roadside: The portion of the right-of-way outside the roadway.
- Roadway: The portion of the right-of-way containing paved traffic lanes and paved or unpaved shoulders.
- State Trunk Line: A term denoting the Michigan State Trunk Line Highway System [Act 51 of 1951], consisting of all State highways, including those designated as Interstate (e.g. I-94), United States Numbered Highways, i.e., US Highways, (e.g. US-23), or State Trunk Line Highways (e.g. M-43).
- State: The term "the State" refers to the State of Michigan.
- Subcontractor: The term "subcontractor" refers to the individual or legal entity that performs part of the work through a contract agreement with the Contractor.
- Vegetation: Grass, weeds, and small woody plants.
- Highway: A public way for purposes of vehicular travel, including the entire area within the right-of-way.
- Foreslope: That area of the roadside immediately adjacent to the shoulder of the roadway.

REQUIREMENTS

Specific Requirements

1. Description of Work

These specifications supplement the 2012 Michigan Department of Transportation Standard Specifications, which are incorporated herein by reference. In case of a conflict between any provision of the Standard Specifications and the Supplemental Specifications, the more detailed provisions of the Supplemental Specifications will control. This Contract will require routine mowing of free access highways. This will include clear vision corners with other roads intersecting the highway. The Contractor will perform roadside mowing operations on all state trunk lines within MDOT's jurisdictional area in Baraga County and Houghton County. The activities required will include, as directed by the Program Manager or Contract Compliance Inspector (CCI), litter pickup, foreslope area mowing, clear vision mowing, brush mowing, hand trimming, and traffic control. The roadway limits of each type of mowing and the approximate acres are listed in the attached Location Specific Sheets (LSS). The areas defined shall be mowed up to two (2) times during the mowing season according to the following mowing schedule.

Vegetation as used in this contract refers to grass, weeds, and small woody plants. The Contractor shall trim grass and/or vegetation around signs, bridge abutments, piers, landscape areas, cable guardrail, steel faced guardrail and other appurtenances that cannot be reached with the larger equipment.

A link to the current MDOT Standard Specifications for Construction is below:

<http://mdotcf.state.mi.us/public/specbook/2012/>

2. Mowing Schedule

The Contractor shall be notified by the Program Manager or the Contract Compliance Inspector (CCI) when and where to begin each mowing cycle. To prepare for the mowing cycle, the Program Manager or CCI shall notify the Contractor no less than seven (7) calendar days prior to settling the start-up date. The Contractor shall have 20 calendar days (excluding Sundays) from the start-up date to complete each cycle. Mowing will begin when the grass and weeds have reached an average height of 8 to 12 inches. The Contractor and Program Manager or CCI shall make a joint visual inspection of all specified mowing areas both prior to and upon completion of the mowing operation. The Contractor shall also notify the Program Manager during mowing operations to report the work progress. The inspection is for the purpose of acceptance of completed work and documenting the existing damage to turf, guardrails, delineator posts, signage, light fixtures, etc., and those caused by the Contractor's mowing operation. This inspection may be videotaped.

Based on historical experience, the approximate starting dates of each cycle are as follows:

Baraga County

1st Mowing – June 15 to be completed by July 31

And

2nd Mowing – August 20 to be completed by September 30

Houghton County

1st Mowing – start no earlier than June 22 to be completed by July 31

And

2nd Mowing – August 20 to be completed by September 30

THE SECOND CYCLE OF MOWING IS OPTIONAL AND SHALL BE CLEAR VISION AREAS ONLY. THE NEED FOR A SECOND MOWING WILL BE DETERMINING BY MDOT.

The Program Manager or CCI may make adjustments in the mowing dates when unusual conditions are experienced.

Mowing shall be paid in accordance with the terms of the purchase order which are net 30 days from the later of the invoice date or the date the Project Manager certifies the invoice indicative of satisfactory completion of each mowing cycle of the entire Contract area.

3. Equipment Requirements

3.1. General Equipment Requirements

The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the mowing operation in an approved safe, workmanlike manner without hindrance, delay or damage to the roadside.

3.2. Type of Equipment

The equipment must be commercially available, in good repair, and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass, or damages the turf, shall not be allowed. All equipment shall be of such type to permit the heights of cut to be adjusted to approximately 5 inches.

3.3. Clear Vision Areas

Equipment utilized for foreslope area mowing may be utilized for Clear Vision area mowing, however, individual site conditions will dictate which type of equipment can be used.

3.4. Brush Mowing

Equipment utilized for foreslope area mowing may be utilized for Brush Mowing, however, individual site conditions will dictate which type of equipment can be used. Brush mowing equipment shall be able to clearly remove up to 2 inch diameter woody brush.

3.5. Safety

All equipment shall meet all federal, state and local safety requirements. If the mower box does not touch the ground the mower shall be equipped with one half inch safety chains which touch the ground but do not drag. The chains will be threaded with wire rope through the bottom link and made so as to prevent debris from being thrown from under the cutter.

Riding equipment shall be equipped with commercial type flashing amber lights plainly visible from 360 degrees in all directions. Flashers shall have a minimum of 32 candlepower output and flash 50 to 60 times per minute. Under no circumstances shall MDOT be responsible for any damage to the Contractor's equipment due to obstacles encountered.

3.6. Other Power Equipment

The Contractor is advised that any reference to mowing does not necessarily refer exclusively to grass cutting equipment which is tractor drawn, but shall include other power equipment as may be necessary to satisfactorily complete the work.

4. Methods of Treatment

4.1. Mowing

Typically the area to be mowed on a free access highway is a strip 12 feet wide adjacent to the shoulder unless restricted by right-of-way limits, ditch back slopes or protected plant area restrictions. The roadway limits of each type of mowing and approximate acres are listed in the attachments.

Mowing shall begin when the grass has reached the average height of 8 to 12 inches, unless otherwise directed by the Program Manager, CCI or designated representative. Two (2) days prior to the start of each mowing, the Contractor shall notify the Program Manager, CCI or designated representative. The Contractor and Program Manager, CCI or designated representative shall make a joint visual inspection of all specified mowing areas both prior to and upon completion of the mowing operation. The inspection is for the purpose of documenting existing damage to turf, guardrails, delineator posts, signs, light fixtures, etc. and those caused by the Contractor's mowing operations. This inspection may be videotaped.

Each mowing shall be completed in successive segments not to exceed 4 miles in length (including median and both sides of the roadway) to insure uniform turn appearance upon completion of the work. Mowing operations, once initiated, shall continue until all designated mowing is completed including multiple contracts awarded to the same Contractor. Only adverse weather conditions shall be cause to delay completion of each mowing.

All vegetation in mowing areas shall be cut to a height of five (5) inches to avoid scalping the turf. It is not necessary for the Contractor to remove grass clippings.

Mower decks shall be washed clean before the start of mowing in the counties to prevent the spread of any invasive species.

Trimming shall be performed by mechanical or hand method around all obstructions, such as signs supports, delineators, guard posts, guard rail sections, utility poles, piers, abutments, structures and landscaping (trees, shrubs, etc.) that may be within the designated mowing areas. Certain areas to be mowed may contain survey stakes, which must not be disturbed. Hand trimming shall be required around them. Grassed areas which are saturated with water during certain periods of the year to the point where equipment may not be used without extensive damage to the turf, shall not be mowed at that particular time, but shall be mowed later when the areas are dry.

The mowing contractor shall notify the CCI of any issues or concerns noticed during the mowing operation such as washouts or sink holes or any other type of discrepancy encountered during the scope of this contract. It has been our observation that in the course of the mowing operation it is the mower operator that may come across abnormalities within the right of way that otherwise would be difficult to see during roadway inspections from the driving lane. MDOT expects our various contractors performing work within the right of way to report any issues that they may come across to an MDOT representative, in this case the CCI.

4.2. Brush Mowing

Locations for brush mowing, if required, will be as directed by the CCI. This may include mowing of woody plants and brush within the trunk line right of way, between the area of foreslope mowing and the established tree line. Brush mowing will only be performed in locations authorized by the Program manager and will be paid for at an hourly rate.

4.3. Litter Pickup

All litter/trash shall be picked up ahead of mowing operation. Litter includes, but is not limited to, paper, cardboard, Styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, car parts, pallets, sheet metal, furniture, etc., as may be found on the roadside. The Contractor shall provide an adequate supply of heavy duty bags (approved by MDOT), and deposit litter and debris in the bags in a secure manner. The bags shall be tied and placed in piles along with objects too large to bag in a safe and secure place, on the outside edge of the shoulder for pickup and disposal by MDOT.

The Contractor will not be responsible for handling, moving or bagging of suspected hazardous materials discovered during the course of this work. Any such discovery shall immediately be reported to the Program Manager or CCI.

4.4. Maintaining Traffic

Traffic shall be maintained in accordance with the current Michigan Department of Transportation (MDOT) Standard Specifications for Construction, and the current Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

A link to the current MDOT Standard Specifications for Construction is below:

<http://mdotcf.state.mi.us/public/specbook/2012/>

All mowing operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede trunk line traffic. The Contractor shall not operate mowing equipment on the roadway or in a manner that requires crossing the roadway in an unsafe manner.

Equipment not in use may not be parked on the roadway except at locations approved by the CCI. In no case shall equipment be parked in a median or closer than 30 feet from the traveled roadway.

If a vehicle (service, transport, etc.) remains stationary on the shoulder for more than 15 minutes, a standard 48" X 48" road work ahead sign (W21-4) is required to be placed as stated in the current MMUTCD. Any vehicle on the shoulder shall have flashing or rotating lights or lighted arrow panel (Types A or B) operated in the bar mode.

Lane closures will only be permitted with prior written approval from the CCI.

A copy of the current MDOT Standard Specifications for Construction and the current MMUTCD can be obtained from the CCI.

All labor, equipment and devices required for maintaining traffic shall be incidental to the project and will not be paid for separately.

5. Public Convenience and Safety

The Contractor shall comply with all federal, state and local laws and regulations, including those governing environmental protection and the furnishing and use of all safeguards, safety devices and protective equipment. The Contractor shall take any other actions, on either his/her own responsibility or as directed by the Program Manager or CCI, reasonably necessary to protect the safety and health of employees on the job and the public and to protect property during the performance of the project. All employees shall wear safety vest, hearing and eye protection while performing their duties and protective toe footwear.

The Contractor shall furnish, install and maintain as long as necessary, and remove when no longer required, adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers and the public. The Contractor shall hold the State of Michigan harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the Contract.

6. Days/Hours of Operation

All work included in this contract shall be performed during daylight hours only. No work shall be allowed on weekends unless prior approval is obtained from the Program Manager or CCI. Work shall not be permitted during holiday periods.

7. Damages

The Contractor shall at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway, and he/she shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the Contractor or his/her employees in the performance of the work covered by the Contract prior to completion and acceptance thereof.

The Contractor shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the CCI. Damage to traffic control devices (signs) shall be reported to the CCI immediately.

Damage to turf areas, desirable natural growth, shrubs and trees identified at pre-bid meeting to include among other things: skinning, scraping or gouging of trees, shrubs and turf areas, ruts and deep wheel depressions on turf areas; and ruts, deep wheel depressions and wheel slipping damage on slope areas caused by the Contractor through negligence shall be repaired and paid for by the Contractor to the satisfaction of the CCI.

Turf damage repairs shall be made by the Contractor according to the current MDOT Standard Specifications for Construction and as herein specified. Only friable topsoil from a commercial source shall be used to fill any depressions, ruts, etc. prior to seeding. Seeding will only be allowed during the seasonal limitation periods.

All landscape plant material damaged by the Contractor shall be replaced in kind according to the current MDOT Standard Specifications for Construction. Planting may only be done in the spring and prior to May 10. All replacement plants must be maintained during the specified establishment period. Payment for work performed may be withheld until satisfactory repairs are made. If repairs are made by MDOT, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the Contractor.

8. Deletion of Work

The Department may delete all or any portions of the Contract that cannot be completed in conformity with the progress schedule or a reasonable extension. The Department may also delete portions of the Contract that show no need for mowing due to growing conditions or areas that are within a work zone as identified by the CCI. If the Contract is terminated, or portions thereof deleted, payment will be made for all satisfactorily completed work at the Contract unit price.

The Contractor shall provide roadside mowing services for MDOT to the satisfaction of the State. Should there be a conflict as to what is considered to be satisfactory, the State's opinion shall prevail.

9. Multiple Contracts Awarded to the Same Vendor

If the Contractor is awarded more than one Contract, including subcontracts with local units of government, the Contractor shall demonstrate that sufficient equipment be available for each contract as described above. The Contractor must therefore provide a detailed equipment list that includes, for each piece of equipment to be used on Contracts with MDOT, the year of manufacture, manufacturer's name, model name, and serial number and any lease Contracts when applicable. This documentation must be furnished to Purchasing Operations and/or MDOT CCI prior to the Contract start date. MDOT reserves the right to inspect the Contractor's equipment prior to this Contract start date and at any time throughout the duration of this Contract.

Purchasing Operations, in junction with MDOT, reserves the right to restrict the number of Contracts awarded to a single Contractor based on the ability of the Contractor to satisfactorily perform Contract work within Contract time limits.

10. Volume of Service

Volume of service for this Contract is identified as estimates only on the LSS. The Program Manager or CCI will determine when cutting is to be accomplished.

11. Detailed Progress Schedule

The first failure to complete work as defined in the progress schedule without prior approval to adjust the schedule from the Program Manager, shall result in a Vendor Performance being issued and a meeting with the contractor to insure corrective action. The second such failure will result in termination of this Contract.

The progress schedule must address all work to be completed when multiple Contracts are awarded to the same Contractor, including work performed as a Sub Contractor for a local unit of government.

12. Coordinating Clause

Contracts for landscaping, weed spraying or other work, may be in progress during the time of this Contract. Areas to be treated by weed spraying shall not be mowed for 72 hours before treatment or 48 hours after treatment. The Contractor shall coordinate his/her work activities with existing or future work performed by MDOT, through close coordination with the Program Manager, CCI or designated representative. Mowing dates may be adjusted through mutual agreement between the Contractor and the Program Manager, CCI or designated representative when unusual conditions are experienced.

13. Mowing Plan – BID REQUIREMENT

The Contractor shall propose a Mowing Plan. Mowing Plan shall include mowing schedule, mowing procedures, equipment to be used for mowing, equipment to be used for trimming and equipment to be used for brush mowing. The plan must also include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

STATEMENT OF WORK MOWING PLAN Roadside Mowing Ishpeming TSC

Start Date of Mowing	Area	
	US-41 Marquette Co Line to Houghton Co Line	
Day#2	US-41 Marquette Co Line to Houghton Co Line	
Day#3	US-41 Marquette Co Line to Houghton Co Line	
		133.3
Day#4	M-38 /US-41 Junction to Grist Mill Rd	
Day #5	M-38 from Grist Mill Rd to Ontonagon Co Line	
		71.6
Day #6 Saturday	Off/ open	
Day #7 Sunday	Restricted	
Day #8	M-28 /US41 Junction to W. Plains Rd	
Day #9	M-28 from W Plains Rd to Smith Creek Rd	

Day #10	M-28 Smith Creek Rd to Ontonagon Co Line	86.1
Day #11	US-141 from M-28 to Iron Co Line	31.9
Day #12	M203 to S-US41to N-US-41	23.1
Day #13 Saturday	Off/open	
Day #14 Sunday	Restricted	
Day #15	US 41from Hancock to Kew CO Line	29.2
Day #16	US-41 from Houghton City to Baraga Co Line	27.9
Day #17	M26 Houghton City limit to Donken Tapiola Rd	37
Day #18	M-26 Donken Tapiola Rd to Ontonagon Co Line	37.3
Day #19	M-26 Hancock City limits to Junction US-41	23.3
Day #20	Open/ Flex	
Total		500.7

**Blue Line Site
Solutions**

**Mowing Plan
Procedures**

**All cutting in
direction of traffic
an in accordance
with MDOT right of
way construction
policy as listed
online.**

In accordance with
contract activities.

**UNIT
DESCRIPTION**

Equipment Used:

2015 FWD John
Deere 6120E
120HP

John Deere 2015,
Off set, 15' batwing
mower

22' Boom with 50"
Diamond Head trim
mower

Production/trim/
brush mowing

2014 Bobcat T650
Skid Steer (track).
74HP

72" Diamond Brush
cutter. Cuts up to
10"

72" Forestry Head
for 4" and above

Brush mowing

**BLUE LINE SITE
SOLUTIONS**

Organizational Chart	Staff		Coverage during contract period	Assigned Tasks
Foreman	Steve Koskela	Equipment Operator	12hr days -20 days, excluding Sundays	Production mowing/ trimming
Laborer	Cody Rajala	Equipment operator/debris collection	12hr days- 20 days, excluding Sundays	Trimming/Brush cutting
Owner/Supervisor	Tim Rajala	Equipment Operator	Supervision, relief, excluding Sundays	Production mowing/ Brush cutting

REQUIREMENTS

General Requirements

1. Meetings

A pre-maintenance meeting will be scheduled within 30 days of the Effective Date. The Contractor shall be notified by the Program Manager or CCI when and where to begin each mowing cycle. Mowing start date will be determined by the MDOT. The Contractor shall have 20 working days from the date of notification to complete each cycle. The Contractor is responsible to notify the Program Manager via e-mail to phone before starting work and during mowing operations on a daily basis to identify the scheduled mowing area.

Contractor must meet in person or by phone with the Program Manager, CCI or designated representative at least once per week while mowing operations are ongoing.

The State may request other meetings as it deems appropriate. Terms has been accepted.

2. Training

The Contractor must explain its training capabilities and any training that is included in its proposal.

The Contractor must provide documentation and training materials.

Debris Management training FEMA, John Deere Operator, Self-training and experience.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint 1 individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative"). The Contractor must notify the Program Manager at least 7 calendar days before removing or assigning a new Contractor Representative.

Krista Rajala will be the Contractors Representative.

3.2. Key Personnel

The Contractor must appoint 1 individual who will be directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 1 hour.

Contractor's Key Personnel must be on-site where roadside mowing is ongoing during working hours.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$250.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 5 calendar days before the Key Personnel's removal.

(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$250.00 credit specified above, Contractor will credit the State \$500.00 per calendar day for each day of the 5 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$2,500.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 5 calendar days of shadowing will not exceed \$2,750.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

Steve Koskela, on site, Foreman, Heavy Equipment Operator

3.3. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 7 am to 5 pm EST.

Vendor will furnished upon acceptance.

3.4. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 7 am to 5 pm EST.

When providing technical support, the Call center must resolve the caller's issue within 30 minutes. If the caller's issue cannot be resolved within 1 hour, on-site service must be scheduled. The on-site service must be performed within 1 hour of the time the issue was scheduled for service.

Vendor will furnished upon acceptance.

3.5. Work Hours

All work included in this Contract shall be performed during daylight hours only. No work shall be allowed on weekends unless prior approval is obtained from the Program manager or designee. Work shall not be permitted during holiday periods in accordance with the 2012 Standard Specifications for Construction.

Vendor accept all terms.

3.6. Organizational Chart - Delete

3.7. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Of the total bid, the price of the subcontractor's work.

Vendor did not provide a sub-contractor.

3.8. Security

The Contractor will be subject to the following security procedures:

The Contractor must explain any additional security measures in place to ensure the security of State facilities. The bidder's staff may be required to make deliveries to or enter State facilities. The bidder must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

Vendor will issue of badges and Michigan Identification Driver's License.

4. Ordering

4.1. Authorizing Document

The State will issue a written Purchase Order, Blanket Purchase Order or Direct Voucher which must be approved by the Program manager, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or blanket Purchase Order's accompanying Statement of Work.

Vendor accept all terms.

5. Pricing

5.1. Price Term

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

5.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

Vendor accept all terms.

6. Invoice and Payment

6.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

The Contractor shall furnish an invoice for services rendered after each mowing cycle. The invoices shall be prorated for incomplete cycles. Invoices for final payment, within a given year must be submitted prior to October 1st.

Vendor accept all terms.

6.2. Payment Methods

The State will make payment for Contract Activities via Electronic Fund Transfer (EFT). As required by MCL 18.1283a, the Contractor must electronically register on the State Budget Office, Contract & Payment Express site, at www.cpexpress.state.mi.us to receive EFT payments.

Vendor accept all terms.

6.3. Procedure

The billing shall reference the appropriate purchase order number and shall contain, if applicable, adjustments for addition, deletions or changes in service. MDOT shall pay the billed amount in accordance with the bid rate, and the payment terms specified in the purchase order which is net 30 days after the later of the invoice date or the date the Program Manager, CCI or designated representative certifies the invoice indicative of satisfactory completion of each mowing cycle of the entire contract area.

Vendor accept all terms.

7. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$2,500 and an additional \$250 per day for each day the Contractor fails to remedy the late or improper completion of the Work.

Vendor accept all terms.

Request for Proposal

Roadside Mowing Services for the Ishpeming Transportation Service Center

EXHIBIT C PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using Buy4Michigan and by completing Exhibit C – Pricing. The pricing schedule should be submitted in a modifiable format (e.g. Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: 0 % discount off invoice if paid within 45 days after receipt of invoice.
4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

The Bidder will complete the Location Specific Sheet (LSS) for pricing. The LSS contains bid quantities and lists the locations where roadside mowing operations will occur.

Request for Proposal

Roadside Mowing Services for the Ishpeming Transportation Service Center

**EXHIBIT C – Pricing Summary
LOCATION SPECIFICATION SHEET (LSS)**

PART I – PLACE OF SERVICES REQUESTED

Location: Superior Region, Ishpeming TSC – State Trunklines in Baraga County and Houghton County

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	06/01/2016	CONTRACT END DATE:	05/31/2019
CONTRACT INFORMATION:	One 3 Year Contract with Four 1 Year Extension Options		
CONTRACTING AGENCY NAME:	Michigan Department of Transportation (MDOT)		
BUILDING NAME:	Ishpeming Transportation Service Center (TSC)		
BUILDING ADDRESS:	100 South Westwood Drive, Ishpeming, Michigan 49849		
REGION / COUNTY:	Superior/ Baraga & Houghton		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MDOT Contract Services Division		
PROCUREMENT OFFICE CONTACT NAME:	Terry Harris	CONTACT PHONE #:	517-335-2507
PROCUREMENT OFFICE CONTACT E-MAIL:	HarrisT@michigan.gov	CONTACT FAX #:	517-373-7446
PROJECT MANAGER NAME:	Rob Tervo	CONTACT PHONE #:	906-485-4270
PROJECT MANAGER E-MAIL:		CONTACT FAX #:	
CONTRACT COMPLIANCE INSPECTOR (CCI) NAME:	TBD	CONTACT PHONE #:	
CONTRACT COMPLIANCE INSPECTOR E-MAIL:	TBD	CONTACT FAX #:	

PART II – PRICING SHEET SUMMARY – Page 1 of 2

ROUTE DESCRIPTION	ACRES PER CYCLE	MAX CYCLES PER YEAR	PRICE PER ACRE (Vendor to Complete)	ANNUAL PRICE (Vendor to Complete based on 1 Mandatory Cycle Per Year)
Roadside Mowing – Non-Freeway – US-41 FROM THE MARQUETTE COUNTY LINE TO THE HOUGHTON COUNTY LINE (Baraga County)	133.3	2	\$69.	\$9197.70
Roadside Mowing – Non-Freeway – M-38 FROM JUNCTION US-41 TO THE ONTONAGON COUNTY LINE (Baraga & Houghton County)	71.6	2	\$70.	\$5012.00
Roadside Mowing – Non-Freeway – M-28 FROM JUNCTION US-41 TO THE ONTONAGON COUNTY LINE (Baraga & Houghton County)	86.1	2	\$70.	\$6027.00
Roadside Mowing – Non-Freeway – US-141 FROM JUNCTION M-28 TO THE IRON COUNTY LINE (Baraga County)	31.9	2	\$70.	\$2233.00
Roadside Mowing – Non-Freeway – M-203 FROM SOUTH JUNCTION US-41 TO NORTH JUNCTION US-41 (Houghton County)	23.1	2	\$70.	\$1617.00
Roadside Mowing – Non-Freeway – US-41 FROM HANCOCK CITY LIMITS TO THE KEWEENAW COUNTY LINE (Houghton County)	29.2	2	\$70.	\$2044.00
Roadside Mowing – Non-Freeway – US-41 FROM THE HOUGHTON CITY LIMITS TO THE BARAGA COUNTY LINE (Houghton County)	27.9	2	\$70.	\$1953.00
Roadside Mowing – Non-Freeway – M-26 FROM HOUGHTON CITY LIMITS TO THE ONTONAGON COUNTY LINE (Houghton County)	74.3	2	\$70.	\$5201.00
Roadside Mowing – Non-Freeway – M-26 FROM HANCOCK CITY LIMITS TO JUNCTION US-41 (Houghton County)	23.3	2	\$70.	\$1631.00
SUBTOTAL:				\$4916.70
3 YEAR TOTAL:				\$104,747.10

FIRST CYCLE IS MANDATORY. SECOND CYCLE OF MOWING IS OPTIONAL AND TO BE DETERMINED BY MDOT.

Quantities are estimates only; actual work performed based by Program Manager.

PART II – PRICING SHEET SUMMARY – Page 2 of 2

DESCRIPTION OF SERVICE	ESTIMATED HOURS PER CYCLE	PRICE PER HOUR (Vendor to Complete)	ANNUAL PRICE (Vendor to Complete)
BRUSH MOWING – VARIOUS ROUTES	250	\$124	\$31000.00
SUBTOTAL:			\$31000.00
3 YEAR TOTAL:			\$93,000.00

Note: Quantities are estimates only; actual quantities will determined by the Contract Compliance Inspector (CCI).